

Item # \_\_\_\_\_

Prepared by: Gloria Kelly  
Real Estate Services

Approved by: \_\_\_\_\_  
Assistant County Attorney

**RESOLUTION APPROVING THE TRANSFER OF MILLINGTON SOUTH PARK PROPERTY, 14.66 ACRES IN SIZE, LOCATED AT 4107 BILOXI ROAD, BACK TO THE CITY OF MILLINGTON PURSUANT TO THE REVERSIONARY PROVISION CONTAINED IN THE WARRANTY DEED BY WHICH THE PROPERTY WAS ORIGINALLY ACQUIRED, AND AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE THE NECESSARY DOCUMENTS EFFECTING THE TRANSFER. SPONSORED BY COMMISSIONER MIKE CARPENTER.**

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**WHEREAS**, In 1974, Shelby County, for the use and benefit of the Shelby County Conservation Board, acquired by donation a 14.66 acre tract of land from the City of Millington, by Warranty Deed of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. J4 6745, located at 4107 Biloxi Road in Millington, Tennessee, and further identified as Shelby County Tax Parcel No. M011500736, for Shelby County's use, operation and development of Millington South Park; and

**WHEREAS**, The City of Millington has now requested Shelby County to transfer said 14.66 acre tract of land back to the City of Millington pursuant to the reversionary provision contained in the above referenced Warranty Deed, which is attached hereto as Exhibit "A" and incorporated herein by reference, which calls for the title to said property to revert back to the City of Millington should it cease to be used for park purposes; and

**WHEREAS**, The Shelby County Conservation Board reviewed this matter and afterwards, approved a motion during its special called meeting on March 4, 2009, recognizing that Shelby County has not used this tract of land as park property since 2004 and recommending the property be transferred back to the City of Millington, without restrictions, in compliance with the reversionary provision contained in the above referenced Warranty Deed; and

**WHEREAS**, It is deemed to be in the best interest of Shelby County to transfer said tract of land, 14.66 acres in size, back to the City of Millington, in compliance with the reversionary provision in the above referenced Warranty Deed as recommended by the Shelby County Conservation Board, by the attached Quit Claim Deed and Bill of Sale, which are attached hereto as Exhibit "B" and Exhibit "C", respectively, and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE**, That the transfer of the

aforementioned tract of land, 14.66 acres in size, back to the City of Millington, be and the same is hereby approved.

**BE IT FURTHER RESOLVED,** That the Mayor be and he is authorized to execute the attached Quit Claim Deed and Bill of Sale, along with any other documents necessary for the transfer of the property described herein back to the City of Millington.

**BE IT FURTHER RESOLVED,** That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

\_\_\_\_\_  
A C Wharton, Jr., County Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of County Commission

ADOPTED \_\_\_\_\_

WARRANTY DEED

THIS INDENTURE, made and entered into this 6th day of March, 1974, by and between CITY OF MILLINGTON, a municipal corporation, Party of the First Part, and THE COUNTY OF SHELBY, For the Use and Benefit of the Shelby County Conservation Board, Party of the Second Part.

WITNESSETH: That for the consideration hereinafter expressed the said Party of the First Part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Party of the Second Part, the following described real estate, situated and being in the county of Shelby, state of Tennessee, to wit:

Being survey of the unsold portion of the City of Millington property as recorded in Book 5840, Page 241, of the Register's Office, Shelby County, Tennessee, said property being more particularly described as being bounded on the north by Bill Knight Road Subdivision, the east by the Shelby County Board of Education property, the south by Biloxi Road, and the west by Newport Road, said property being more particularly described as follows:

Beginning at the intersection of the north line of Biloxi Road (80 feet wide) and the east line of Newport Road (50 feet wide) and running thence North 02 Degrees 27 Minutes 09 Seconds West with the east line of Newport Road 455.06 feet to the beginning of a curve; thence continuing with the east line of Newport Road by a curve to the left whose radius is 751.16 feet, a distance of 83.37 feet as measured along the arc of said curve to a point in the south line of Bill Knight Road Subdivision; thence South 88 Degrees 50 Minutes 59 Seconds East with the south line of said Bill Knight Road Subdivision 939.16 feet to a point in a west line of the Millington Housing Authority property; thence South 00 Degrees 35 Minutes 01 Seconds West with a west line of said Millington Housing Authority property 24.50 feet to a corner of said property; thence South 88 Degrees 50 Minutes 59 Seconds East with the south line of said Millington Housing Authority property 265.00 feet to a point in the west line of the Shelby County

**EXHIBIT "A"**

Board of Education property, thence South 00 Degrees 52 Minutes 38 Seconds West with the west line of said Board of Education property 584.95 feet to a point in the north line of Biloxi Road; thence westwardly with the north line of Biloxi Road, by a curve to the right whose radius is 364.64 feet, a distance of 88.15 feet as measured along the arc of said curve to the end of the curve; thence continuing with the north line of Biloxi Road North 72 Degrees 19 Minutes 31 Seconds West a distance of 95.75 feet to the Beginning of a curve; thence westwardly with the north line of Biloxi Road by a curve to the left whose radius is 878.33 feet, a distance of 260.01 feet as measured along the arc of said curve to the end of the curve; thence continuing North 89 Degrees 17 Minutes 12 Seconds West with the north line of Biloxi Road 733.78 feet to the point of beginning and containing 14.66 acres.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto said Party of the Second Part, its heirs and assigns, in fee simple forever.

And the said Party of the First Part does hereby covenant with the said Party of the Second Part that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons, except this deed is subject to the subdivision restrictions and easements of record.

In the event the above-described property shall ever cease to be used for park purposes, the title to same shall revert to the City of Millington, a municipal corporation.

THE CONSIDERATION for this conveyance is TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable

J4 6745

considerations, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, Party of the First Part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

CITY OF MILLINGTON

By Thomas F. Hall  
MAYOR

ATTEST:

Mrs. Lois Uffelman  
CITY CLERK

STATE OF TENNESSEE)

) ss.  
COUNTY OF SHELBY )

Before me, the undersigned, a Notary Public, within and for said County and State, duly commissioned and qualified, personally appeared THOMAS F. HALL and MRS. LOIS UFFEELMAN, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the Mayor and the City Clerk of the City of Millington, the within named bargainor, a municipal corporation; and that they, as such Mayor and City Clerk, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said Thomas F. Hall subscribing thereto the name of the corporation, by himself as such Mayor, and by the said Mrs. Lois Uffelman, City Clerk, affixing and attesting thereon the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Shelby County, at Millington, this 6 day of March, 1974.

My Commission expires:

7-14-74

James W. Watson  
Notary Public

This Deed prepared by James W. Watson, 1407 - 100 N. Main Bldg., Memphis

EXHIBIT "A"

## QUIT CLAIM DEED

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **Shelby County, Tennessee, a Political Subdivision of the State of Tennessee**, (hereinafter referred to as "**Grantor**"), and the **City of Millington, a Municipal Corporation of the State of Tennessee**, (hereinafter referred to as "**Grantee**").

WITNESSETH: That for and in consideration of TEN AND NO/100 DOLLARS (\$ 10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Grantor** has this day bargained and sold and does hereby bargain, sell, remise, release, convey and forever quitclaim unto **Grantee**, its successors and assigns, all of its right, title and interest in and to the following described real estate, situated and being in the City of Millington, County of Shelby, State of Tennessee, to-wit:

### MILLINGTON SOUTH PARK PROPERTY

Beginning at the intersection of the north line of Biloxi Road (80 feet wide) and the east line of Newport Road (50 feet wide) and running thence North 02 Degrees 27 Minutes 09 Seconds West with the east line of Newport Road 455.06 feet to the beginning of a curve; thence continuing with the east line of Newport Road by a curve to the left whose radius is 751.16 feet, a distance of 83.37 feet as measured along the arc of said curve to a point in the south line of Bill Knight Road Subdivision; thence South 88 Degrees 50 Minutes 59 Seconds East with the south line of said Bill Knight Road Subdivision 939.16 feet to a point in a west line of the Millington Housing Authority property; thence South 00 Degrees 35 Minutes 01 Seconds West with a west line of said Millington Housing Authority property 24.50 feet to a corner of said property; thence South 88 Degrees 50 Minutes 59 Seconds East with the south line of said Millington Housing Authority property 265.00 feet to a point in the west line of the Shelby County Board of Education property; thence South 00 Degrees 52 Minutes 38 Seconds West with the west line of said Board of Education property 584.95 feet to a point in the north line of Biloxi Road; thence westwardly with the north line of Biloxi Road, by a curve to the right whose radius is 364.64 feet, a distance of 88.15 feet as measured along the arc of said curve to the end of the curve; thence continuing with the north line of Biloxi Road North 72 Degrees 19 Minutes 31 Seconds West a distance of 95.75 feet to the beginning of a curve; thence westwardly with the north line of Biloxi Road by a curve to the left whose radius is 878.33 feet a distance of 260.01 feet as measured along the arc of said curve to the end of the curve; thence continuing North 89 Degrees 17 Minutes 12 Seconds West with the north line of Biloxi Road 733.78 feet to the point of beginning, containing 14.66 acres, more or less.

Being the same tract of land conveyed to SHELBY COUNTY, TENNESSEE, for the use and benefit of the SHELBY COUNTY CONSERVATION BOARD, by Warranty Deed of Record as Instrument No. J4 6745 in the Register's Office of Shelby County, Tennessee.

Tax Parcel No. M0115 00736

This Quit Claim Deed has been executed and the real property described herein is being conveyed back to the City of Millington pursuant to the reversionary provision

contained in Warranty Deed recorded as Instrument No. J4 6745 in the Register's Office of Shelby County, Tennessee.

This conveyance is subject to acceptance by **Grantee**, which acceptance being expressly acknowledged herein by the approval of the proper City Officials as evidenced by their signatures hereinbelow.

IN WITNESS WHEREOF, the undersigned **Grantor** has caused this instrument to be executed by the affixing thereto of the signature of the Mayor of Shelby County, Tennessee, the said Mayor being authorized so to do pursuant to Section 4.03-18 of Chapter 260 of the Private Acts of 1974 in accordance with the approval of the Shelby County Board of Commissioners, on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, in Resolution # \_\_\_\_\_.

**Grantee:**

CITY OF MILLINGTON, TENNESSEE

By: \_\_\_\_\_  
Richard Hodges, City Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk/Recorder

By: \_\_\_\_\_  
City Attorney

**Grantor:**

SHELBY COUNTY, TENNESSEE

By: \_\_\_\_\_  
A C Wharton, Jr., County Mayor

SHELBY COUNTY, TENNESSEE,  
ACTING THROUGH THE SHELBY  
COUNTY CONSERVATION BOARD

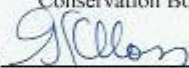
By: \_\_\_\_\_  
Justin Mitchell, Chairman  
Shelby County Conservation Board


**Approved as to Form:**

By: \_\_\_\_\_  
Assistant County Attorney

**Other County Approvals:**

By: \_\_\_\_\_  
Conservation Board Director

By:  \_\_\_\_\_  
Land Bank Administrator

By:  \_\_\_\_\_  
County Real Estate Manager

**EXHIBIT "B"**

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **JUSTIN MITCHELL**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Chairman of the Shelby County Conservation Board**, the within named bargainor, and that he as such **Chairman**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Shelby County Conservation Board** by himself as such **Chairman**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:

\_\_\_\_\_

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:

\_\_\_\_\_

**EXHIBIT "B"**

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **Richard Hodges, Mayor of the City of Millington**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Millington**, the within named bargainor, one of the municipal corporations of the State of Tennessee, and that he as such **Mayor** of said City, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Millington** by himself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in the City of Millington, in the County aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

**MY COMMISSION EXPIRES:**

\_\_\_\_\_

**(FOR RECORDING DATA ONLY)**

Property Address:  
**4107 Biloxi Road**

Tax Parcel No:  
**M0115 00736**

Mail Tax Bills to: (Person or Agency  
responsible for payment of taxes)  
**Exempt - Government**

Owners Name and Address:  
**City of Millington  
Millington City Hall  
7930 Nelson Street  
Millington, TN 38053**

This instrument prepared by:  
**Shelby County Government  
Real Estate Services  
584 Adams Avenue  
Memphis, TN 38103  
Phone No. (901) 545-3498**

**EXHIBIT "B"**

## BILL OF SALE

FOR AND IN CONSIDERATION of the sum of ten dollars (\$10.00) cash in hand paid and other consideration the receipt and sufficiency of which are hereby acknowledged, **Shelby County, Tennessee, acting through the Shelby County Conservation Board**, (the "County"), hereby bargains, sells and assigns unto the **City of Millington, Tennessee**, (the "City"), those personal assets it owns, if any, located upon the real property commonly known as **MILLINGTON SOUTH PARK**.

The City shall have and hold the said personal property for itself, and its assigns and successors and the County bargains, sells and assigns said personal property subject upon and conditioned to the following:

In bargaining, selling and assigning such personal assets, the County makes no warranties, implied, express or arising by operation of law of any nature or kind whatsoever;

Furthermore, the County does not covenant and agree with the City to defend and warrant the City's title to this personal property and the rights of the City, and its successors and assigns, against each and every person claiming the personal property or any portion thereof.

This Bill of Sale is not to be construed or interpreted as in any way whatsoever amending or revising any agreement relating to the County's transfer of **MILLINGTON SOUTH PARK** to the City, or any other agreement by and between the County and the City.

IN WITNESS WHEREOF, this Bill of Sale is executed by **Shelby County, Tennessee, acting through the Shelby County Conservation Board**, and delivered unto the **City of Millington, Tennessee**, on this the \_\_\_\_ day of \_\_\_\_\_, 2009.

**SHELBY COUNTY, TENNESSEE,  
ACTING THROUGH THE SHELBY  
COUNTY CONSERVATION BOARD**

By: \_\_\_\_\_  
Justin Mitchell, Chairman  
Shelby County Conservation Board

**SHELBY COUNTY, TENNESSEE**

By: \_\_\_\_\_  
A C Wharton, Jr., County Mayor

**Approved as to Form:**

By: \_\_\_\_\_  
Assistant County Attorney

**Other County Approvals:**

By: \_\_\_\_\_  
Conservation Board Director

By:  \_\_\_\_\_  
Land Bank Administrator

By:  \_\_\_\_\_  
County Real Estate Manager

**EXHIBIT "C"**

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **JUSTIN MITCHELL**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Chairman of the Shelby County Conservation Board**, the within named bargainor, and that he as such **Chairman**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Shelby County Conservation Board** by himself as such **Chairman**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
**Notary Public**

**MY COMMISSION EXPIRES:**

\_\_\_\_\_

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
**Notary Public**

**MY COMMISSION EXPIRES:**

\_\_\_\_\_

**EXHIBIT "C"**

## **SUMMARY SHEET**

### **I. Description of Item**

This is a 14.66 acre tract of land located at 4107 Biloxi Road in the City of Millington. In 1974, it was donated by the City of Millington to Shelby County, for the use and benefit of the Shelby County Conservation Board, for Shelby County's use, operation and development of Millington South Park. The Warranty Deed by which this tract of land was conveyed to Shelby County contained a reversionary provision that calls for the title to said property to revert back to the City of Millington should it cease to be used for park purposes. Shelby County has not used this tract of land as park property since 2004. At this time the City of Millington has requested Shelby County to transfer said tract of land back to the City of Millington pursuant to this reversionary provision. The Shelby County Conservation Board reviewed this matter and afterwards, approved a motion during its special called meeting on March 4, 2009, recognizing that Shelby County has not used this tract of land as park property since 2004 and recommending the property be transferred back to the City of Millington, without restrictions, in compliance with the reversionary provision contained in the above referenced Warranty Deed. Based on the above, it is hereby recommended by the Administration that the transfer of this tract of land back to the City of Millington be approved.

### **II. Source and Amount of Funding**

No county funds required.

### **III. Contract Items**

Quit Claim Deed and Bill of Sale

### **IV. Additional Information Relevant to Approval of this Item**

# Millington South Park Property

Address: 4107 Biloxi Road    Size: 14.66 acres

Tax Parcel No. M0115 00736

